



CASCADE COUNTY SHERIFF'S OFFICE

REQUEST FOR SEALED PROPOSALS

FOR

NIGHT OBSERVATION DEVICE (NOD)

January 2021

**REQUEST FOR SEALED PROPOSALS FOR
MULTIPLE NIGHT OBSERVATION DEVICES (NOD'S), MOUNTS &
LIMITED TRAINING
CASCADE COUNTY, MONTANA**

Project Title: Tactical Night Vision Project, Cascade County, Montana

Issue Date: January 10, 2021

I. INTRODUCTION, BACKGROUND, & PURPOSE.

The Cascade County Sheriff's Office, hereafter referred to as "County," is initiating this Request for Sealed Bids ("RFP") to solicit sealed proposals from responsible and qualified firms interested in selling multiple dual tube Night Observation Device and Mount (hereafter referred to as NOD system), and provide limited training to the Cascade County Sheriff's Office and the Great Falls Police Department located at 3800 Ulm North Frontage Road, Great Falls, Montana 59404.

Pursuant to MCA 18-1-201, each proposal must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the proposal. Additionally, pursuant to MCA 18-1-203, the form of security which shall accompany the bid must be either (i) lawful money of the United States; (ii) a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally chartered or state-chartered bank insured by the federal deposit insurance corporation; or (iii) a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana.

The successful proposer shall forfeit to Cascade County their security if they fail or refuse to enter into a contract within the time specified. Security of unsuccessful proposer shall be returned upon acceptance of the successful proposal.

All proposals shall remain effective for a period of one hundred twenty (120) days from the date of opening. Cascade County reserves the right to consider or reject any and all proposals, and further to waive any defects or irregularities. All proposers must use the proposal form supplied with the specifications. A contract will be awarded to the lowest, best value, most responsible proposer, and deemed to be in the best interest of Cascade County.

All proposers are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any proposal they deem to be in the best interest of Cascade County.

II. DEFINITIONS.

Definitions for the purpose of this RFP include:

- “COUNTY” means Cascade County in the State of Montana.
- “CONTRACTOR” means the individual or company whose proposal has been accepted by the County and is awarded a fully executed, written contract.
- “PROPOSAL” means a formal offer submitted in response to this solicitation.
- “RESPONDENT” means and individual or company that submits a proposal in order to attain a contract with the County.
- “REQUEST FOR SEALED PROPOSALS (RFP)” means a formal procurement document in which an equipment need has been identified. The purpose of the RFP is to permit the respondent to submit a sealed competitive proposal to provide Cascade County with the equipment as specified in this RFP.

III. SCOPE OF WORK AND SERVICES TO BE PROVIDED.

The Contractor must be willing and able to deliver the purchased equipment and provide a minimum of 20 hours of on-site training for said equipment, at no additional cost; redeemable upon scheduling and delivery. The Contractor must ensure each NOD and associated Mount meets the following specifications as stated below. The following are the features and specifications requested for the proposed service, but are not inclusive:

- Each NOD system provided should be of the highest quality of the industry standard for the specific models and design requested. Materials purchased through this contract must be new and unused; demonstrator models shall not be acceptable.
- Contractor to guarantee each entire NOD's system, must feature a lifetime warranty.
- Contractor agrees to provide inspections and maintenance for all the provided equipment while under warranty or maintenance agreement.
- Contractor to advise County of hardware or featured upgrades available and provide them at a discounted rate off list price.

IV. PRODUCT SPECIFICATIONS:

The Contractor shall provide multiple dual tube Night Observation Device's and Mounts and they must meet the following minimum product specifications:

A. Each individual Night Observation Device (NOD) MUST be a dual tube system. The housing for each NOD must meet the following specifications:

- 1) Housing/bridge apparatus, to include the optic pods must be constructed of 7075 Aluminum with an anodized finish, dovetail mounting interface and have no exposed wires.
- 2) Inter-pupillary distance between pods must have an adjustable range from 51MM to 73MM.
- 3) Overall dimensions must not exceed 4.7" (L) x 4.2" (W) x 2.8" (H).
- 4) Powered by a single CR123 or a single AA battery with the ability for power to be supplied by a remote battery pack (Remote battery pack and supply cable are not included with bid).
- 5) Battery compartment must be sealed when battery is installed correctly.
- 6) Unit must be submersible up to 66 feet.
- 7) Runtime with standard battery must meet or exceed 30 hours at room temperature with a standard battery.
- 8) Each unit must have an integral "low battery" indicator.
- 9) Weight must not exceed 20.1oz with image intensifying tubes and battery installed.
- 10) Housing must have an integral, selectable IR illuminator. Selector switch for IR illuminator must not cut power to image intensifying tubes when moved from "on-to-off" or "off-to-on" positions.

B. Each NOD must include two installed L-3 MX 10160 Generation III (or newer) OMNI VIII (or newer) un-filmed or thin-filmed white phosphor image intensifying tubes, with optics meeting the following specifications:

- 1) Each tube must have a minimum resolution of 64 lp/mm.
- 2) Tubes in each unit must be matched at the center-of-resolution, with equivalent background illumination and halo within .1 - .2 and a Signal-to-Noise ratio within 1 of each other.
- 3) Each optic system must include only image intensifying tubes that are auto-gated and gain control must also be automatic.

- 4) Field of view (FOV) must be 40 degrees or greater.
 - 5) Magnification range must be fixed at 1X with a focus adjustment range of 9.8" to infinity.
 - 6) Adjustment of the ocular lens must range from +2 to -6.
 - 7) Object lens must be fixed at 1.2.
 - 8) Entire system must feature a lifetime warranty.
- C.** The mount for each NOD must feature a dovetail interface corresponding with the bid NOD system capable of mounting the supplied NOD to a user-supplied shroud found standard on Team Wendy and Ops Core / Gentex ballistic helmets. Mount construction and features must meet the following specifications:
- 1) Full vertical, fore/aft and tilt adjustment to position NODS optimally in front of user's eyes.
 - 2) Minimum vertical adjustment in the "view" position of .9".
 - 3) Minimum fore/aft range of 1.4" to ensure NODs can be worn in front of face-worn PPE.
 - 4) Tilt adjustment must range from 0-15 degrees.
 - 5) Mount must allow the NODs to be stowed vertically towards the shroud without being removed from either the mount or shroud.
 - 6) View-to-stow travel must be at least 130 degrees.
 - 7) Mount must lock securely in both the "view" and "stow" positions. Locking feature must be able to be manipulated with only one of the user's hands in an intuitive manner.
 - 8) Mount must have a "breakaway" feature allowing the mount to disengage from the shroud prior to injury of the wearer during extreme impact or torque.
 - 9) Must be constructed of 7075 or aerospace aluminum.
- D.** A multi-function marker, utilizing user-selectable visible and infrared light, designed for marking the location of the user must meet the following requirements:

- 1) Marker must be designed to be helmet-worn and affix to the helmet using a combination of Velcro (primary attachment) and bungee tethers (secondary attachment).
- 2) Marker must be omnidirectional when worn on the helmet and comply with FAA regulations requiring three miles of visibility range.
- 3) Easy, user-replaceable battery.
- 4) Waterproof to 130 feet.
- 5) User modes between visible and infrared must be adjustable by the user under field conditions using tool-less, intuitive methods.
- 6) Heavy impact- resistant polymer construction.

V. WARRANTY AGREEMENT

- All equipment provided shall be warranted and maintained by the Contractor for the life of the System. Warranty service downtime should be kept to a minimum.
- Contractor shall provide a Warranty Certificate for each complete system, which specifically lists each NOD System serial number.
- Warranty brochure shall be submitted with the proposal explaining the warranty coverage and defining specifically what is covered by warranty.
- Contractor will provide detailed instructions and contact information on who to contact and how to process a warranty claim.
- The County will be responsible for all shipping and shipping insurance expenses, related to returning a NOD's System to the Contractor for a valid warranty claim.
- All parts, labor, return shipping and shipping insurance as a result of a valid warranty claim will be covered by the Contractor.

VI. TRAINING:

- Contractor shall provide one (1) maintenance manual and one (1) operator's manual for each NOD's System.

- Contractor will provide the County and the Great Falls Police Department with at least twenty (20) hours of joint training, for employees of both agencies who will be utilizing the purchased NOD Systems, unless otherwise agreed upon by the Contractor and County. Such training will utilize the purchased equipment.
- Contractor will be responsible for all travel expenses incurred, when providing the 20 hours of training.

VII. PURCHASE & DELIVERY:

- County will order a specific number of NOD Systems, based on set funding, pursuant to an executed and signed agreement and purchase order (PO).
- Contractor will be responsible for all freight/delivery expenses, to include shipping insurance.
- Delivery shall be made to the Cascade County Sheriff's Office, 3800 Ulm North Frontage Road, Great Falls, Montana, 59404. A tracking number must be provided.
- The County will inspect all systems for damage caused in shipping prior to acceptance. The County will not be liable for repair to systems lost or damaged in shipping. Contractor shall insure all purchased NOD Systems arrive in flawless condition.

VIII. PROPOSAL CONTENT.

All proposals should be concise and clear and should convey all the information requested by Cascade County. Emphasis should be on completeness and clarity of content.

It is requested the following section headlines are used in response to this RFP:

- Statement of Qualifications
- NOD System product details
- Treatment of Issues
- Product Shipment Schedule
- Proposal Form (Attached)
- Appendix

A. Statement of Qualifications.

Each Respondent must demonstrate its organization's competence, qualifications, and ability to provide the equipment and services requested in this RFP. Requested information shall include:

1. The business entity's legal name, address, and telephone number;
2. Proof of license to do business in the State of Montana and in good standing with the Montana Secretary of State or provide a commitment that it will become licensed in Montana within thirty (30) calendar days of being awarded the contract;
3. Provide a signed copy of Contractors W9.
4. The principle(s) of the business entity, their experience and qualifications;
5. Identify the key individuals that will be assigned to Cascade County, to include the trainer. List, for each individual, all relevant experience;
6. Description of the business entity's prior experience, including any similar services provided to specific agencies;
7. All responses shall include three (3) references that are currently using the system proposed.

Each Respondent must provide a copy of and maintain all necessary licenses, accreditations and certifications in accordance with the Montana laws, rules, regulations and ordinances.

B. Product Details.

The Respondent shall address how the requirements will be satisfied as outlined in Section III through VII, including providing the details on all deliverables, including the proposed NOD System make/model, features, dimensions, power requirements, options, upgrades, etc. Include information on the system capabilities along with options. Submit a system brochure and specification sheets with your proposal response.

C. Treatment of Issues.

In this section, Respondent may comment on any of the issues within this RFP, including suggestions on alternative approaches, services, and/or technology offered to include Night Observation Device and Mount options or enhancements that might be of interest to the County.

D. Project Schedule.

Respondent must include a detailed implementation timeline with an estimated duration of the project from start to finish in their proposal.

E. Cost of Proposed Project.

All proposal responses should include detailed pricing information; an itemized cost as it relates to the purchase of each NOD System and its components. Pricing shall include all freight/delivery expenses.

F. Appendix.

Respondent should include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

IX. EVALUATION OF PROPOSALS

Evaluation of proposals will be conducted by a review committee established by the Cascade County Sheriff. In reviewing and evaluating proposals, Cascade County will use the following evaluation factors listed below in the order of their respective importance:

1. Conformance to the requirements of this solicitation;
2. Qualifications and experience;
3. Overall quality of Night Observation Device and Mount;
4. Costs;
5. References; and
6. Past performance.

Each Respondent who submits a proposal may make an oral presentation to Cascade County Sheriff's Office to provide an opportunity for the Respondent to clarify the proposal and ensure mutual understanding. Respondents may NOT change their original proposal submission.

X. BASIS FOR AWARD.

An award resulting from this RFP shall be presented to the Respondent whose proposal is determined to be most suitable to providing, and servicing multiple Night Observation Devices and Mounts based on the evaluation factors set forth herein.

XI. CONTRACTUAL REQUIREMENTS

The successful Respondent, hereafter referred to in this section as "Contractor," will be required to enter and sign a formal contract with Cascade County subject to the following terms and conditions:

A. Length of Contract.

The RFP shall become part of the contract and the contract will be in effective for the duration of a one (1) year contract period beginning from the date all parties sign the contract.

B. Background Checks.

The training portion of this project requires access to multiple areas within the Cascade County Sheriff's Office and potential access to confidential County information. As such, the Contractor's Training associate must pass a background check prior to access to the facility is allowed. The background checks will be completed by the Cascade County Sheriff's Office and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Further, Cascade County reserves the right to deny access to any Contractor employee on County property who is identified as a potential threat to the health, safety, security, and operational mission of the County and its public. Should access be denied, the Contractor shall remove the

employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional cost.

C. Location.

Contractor will be required to conduct the 20-hour training course at the Cascade County Sheriff's Office. Training may be conducted off sight, as deemed necessary by the Contractor and County.

D. Minimum Contract Terms.

The agreement will contain, at a minimum, the following provisions:

XII. INSURANCE AND WORKERS' COMPENSATION.

Contractor shall be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. Contractor shall be required to provide professional liability insurance to cover such claims as may be caused by any act, omission, or negligence of the Contractor, and its employees, agents, representatives, successors, assigns or subcontractors.

In accordance with MCA §§ 39-71-401 and 39-71-405, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement.

XIII. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION.

The Contractor agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, the Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

XIV. CHOICE OF LAW.

The Contractor and Cascade County agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

XV. TAXES.

In the event the Internal Revenue Services ("IRS") should determine the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge that all payments to Contractor are gross payments and Contractor is

responsible for all income taxes and social security payments received prior to such IRS determination.

XVI. TERMINATION OF CONTRACT.

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.

XVII. RECORDS.

Contractor shall maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. Contractor shall allow access to those records by the Cascade County Sheriff's Office, the County Attorney's Office, and the County Auditor, any independent auditor employed by Cascade County and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement. This provision shall survive expiration or termination of the Agreement.

XVIII. PUBLIC ACCESS TO INFORMATION.

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety.

XIX. SOVEREIGN IMMUNITY.

Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

XX. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Contractor, its employees, agents, successors, and assignees.

Cascade County shall defend, indemnify, and hold harmless Contractor, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its Deputies, agents, employees, successors, and assignees.

XXI. SEVERABILITY.

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

XXII. SCHEDULE.

The following outlines the proposed timing of responses; however, Cascade County reserves the right to modify the dates as necessary. Any changes will be issued in addendums to this RFP.

- January 10th, 2021: RFP released on Cascade County website and posted in the Great Falls Tribune.
- January 18th, 2021, 9:00a.m. MDT: Non-mandatory pre-bid question and answer conference call at the Cascade County Sheriff's Office, 3800 Ulm North Frontage Road, Great Falls, MT 59404. (Due to COVID 19, remote call in is preferred. Advanced notice of participation is required by emailing Captain Scott Van Dyken at svandyken@cascadecountymt.gov or phone in (406) 454-6833. Written questions must also be submitted to Captain Scott Van Dyken at the above mail/email address'.
- January 25th, 2021, 5 p.m.: Last day to submit written questions.
- February 1st, 2021, at 5:00 p.m. MDT: Deadline for submission of six (6) hard copies of proposal plus one (1) electronic copy in .pdf or Microsoft Word file format.
- Week of February 8th, 2021: Remote interviews with selected Respondents.
- Week of February 15th, 2021: Approval and start of the award of contract process by the Board of County Commissioners.

XXIII. RESPONDENT'S INSTRUCTIONS.

A. Respondents should direct all questions to:

Captain Scott Van Dyken
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404
(406) 454-6833
Email: svandyken@cascadecountymt.gov

- B. Respondents are only to direct questions in writing to the contact list above. No contact is to be had with the Cascade County Board of Commissioners.
- C. By February 1st, 2021, at 5:00 p.m. MDT, proposals must be received in a sealed envelope marked on the outside with "RFP - Night Observation Device and Mount" and addressed to:

**Captain Scott Van Dyken
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404**

XXIV. DISCLAIMERS.

- A. Cascade County reserves the right to reject all proposals, to negotiate individually with the proposers, and to select a respondent based upon the best interests of Cascade County, which best interests may be based exclusively upon pricing.
- B. Cascade County reserves the right to withdraw the RFP at any time at its sole discretion. Further, Cascade County reserves the right to amend the RFP to correct errors or oversights, or to supply additional information as shall become available, at any time prior to the opening of responsive submissions.
- C. Cascade County reserves the right to eliminate any mandatory, non-material specification or requirements that cannot be met by any of the prospective respondents.
- D. Cascade County reserves the right to request and require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors and/or to determine a respondent's compliance with the requirements of the RFP.
- E. This RFP does not commit Cascade County to the award of a contract, nor to pay any cost incurred in the preparation, submission or presentation of proposals in anticipation of a contract. Cascade County reserves the right to reject all proposals, portions of proposals or subconsultants/team members, to further modify the scope of work and/or negotiate further with respect to the proposal or to select the firm which in Cascade County's sole judgment provides the best overall proposal with respect to qualifications, experience, financial proposal and staffing abilities.
- F. Nothing in this RFP shall constitute or be construed to create a partnership or joint venture between Cascade County, its Deputies, employees, agents, representatives, successors, or assignees and the Respondent, its officers, employees, agents, representatives, successors, or assignees. Neither Respondent nor Respondent's employees shall be deemed to be employees of Cascade County.
- G. Proposals submitted in response to this procurement shall become the property of the County. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed and executed by the parties; thereafter, the proposals shall be deemed public records.

Request for Sealed Proposals for Multiple Night Observation Devices (NOD's), Mounts & Limited Training
Cascade County, Montana

Cascade County Commission


Jim Larson, Chairman


Jesse Slaughter, Sheriff

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END OF RFP